

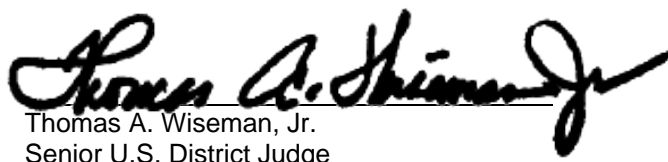


that AllParts accessed its computer system at all, or that Camacho's access to its computer system was unauthorized or exceeded his authorization; ReMedPar also has not alleged facts suggesting it suffered the type of loss covered by the statute, even construing the allegations in the light most favorable to the plaintiff and drawing all inferences in its favor. Defendants' motions (Doc. Nos. 31 and 33) are therefore **GRANTED** as follows: The claims under the CFAA are **DISMISSED** for failure to state a claim. Having concluded that dismissal of the federal claims asserted in the complaint is warranted, the Court declines to exercise supplemental jurisdiction over the state-law claims; those claims are therefore **DISMISSED WITHOUT PREJUDICE** pursuant to the discretion granted by 28 U.S.C. § 1367(c)(3).<sup>1</sup>

Judgment is hereby entered in favor of the Defendants.

It is so **ORDERED**.

This is a final judgment for purposes of Fed. R. Civ. P. 58, from which an appeal may lie.

  
Thomas A. Wiseman, Jr.  
Senior U.S. District Judge

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<sup>1</sup> The Court notes that the Tennessee Uniform Trade Secrets Act incorporates a three-year statute of limitations, which has not yet expired. Tenn. Code Ann. § 47-25-1707. The Tennessee Personal and Commercial Computer Act of 2003 does not contain its own limitations period, but even presuming claims thereunder are subject to the one-year statute of limitations that applies to torts, Tenn. Code Ann. § 28-3-104, the plaintiff's claims here would still be subject to the one-year savings provision set forth in Tenn. Code Ann. § 28-1-105.